

A. G. Contract No. KR98 2718TRN
ADOT ECS File: JPA 98-218
Project: P03CA C1P
Section: FY98 - 99 Don't Drive
1 in 5 Promotional Campaign

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
MARICOPA COUNTY
REGIONAL PUBLIC TRANSPORTATION AUTHORITY

THIS AGREEMENT is entered into 3 February, 1999,
pursuant to Arizona Revised Statutes Section 11-952 through 11-954 as
amended, between the STATE OF ARIZONA, acting by and through its
DEPARTMENT OF TRANSPORTATION (the "State") and the REGIONAL PUBLIC
TRANSPORTATION AUTHORITY, acting by and through its Executive Director
(the "RPTA").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The RPTA is empowered by Arizona Revised Statutes Section 48-5122, 48-5123 and 28-8133 to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the RPTA.

3. The federal government has made funds available to the State for the use of RPTA for urban travel reduction efforts. The State and the RPTA desire to define their respective responsibilities relating to the transfer of up to \$42,000.00 thru the State to the RPTA and the expenditure thereof for the Don't Drive 1 in 5 Promotional Campaign.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

=====

NO. 22948
Filed with the Secretary of State
Date Filed: 02/03/99

Betty Bayless
Secretary of State

By Wick V. Graenewald

II. SCOPE

1. The State will:

Provide the RPTA Federal Planning and Research funds in the amount of up to \$42,000.00, on a monthly cost reimbursement basis for activities performed directly relating to the program during the period 1 October 1998 through 30 September 1999. Retain the option to review and approve any subcontracts and progress/final reports.

2. The RPTA will:

a. Develop, implement and promote activities, materials and/or events in direct support of the program, generally in accordance with Exhibit A, which is attached hereto and made a part hereof. Provide the required \$10,500.00 match and apply funding to program work activities. Comply with all applicable Federal and State laws, rules and regulations.

b. Promote public awareness of the pollution reduction benefits of using various alternative modes of transportation, other than the single occupant motor vehicle.

c. Invoice the State for reimbursement no more often than monthly, supported by narrative reports, in a total amount not to exceed \$42,000.00. During September 1999, provide a final report summarizing the then-current program, significant program results, FY-98-99 program campaign events and results, the public relations conducted or accomplished, and RPTA's evaluation and recommendations for the future program. Send reports to ADOT, Transit Branch, 206 S. 17th Avenue, Mail Drop 340B, Phoenix, AZ 85007.

III. MISCELLANEOUS PROVISIONS

1. The primary interest of the Arizona Department of Transportation in this agreement is to convey federal pass through funds for the use and benefit of the RPTA by reason of State and Federal law under which funds for the activities are authorized to be expended.

2. This agreement shall remain in force and effect until completion of said activities and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

3. Should the work contemplated under this agreement be completed at a lower cost than the reimbursed amount, or for any other reason should any of these funds not be expended, a proportionate amount of the funds provided shall be reimbursed to the State.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Regional Public Transportation Authority
Executive Director
302 N. 1st Avenue Suite 700
Phoenix, AZ 85003


9. Attached hereto and incorporated herein is the written determination of legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

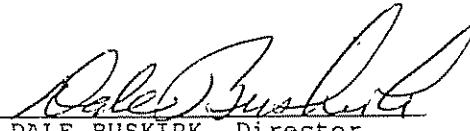
REGIONAL PUBLIC
TRANSPORTATION AUTHORITY

STATE OF ARIZONA
Department of Transportation

By


G. KENNETH DRIGGS
Executive Director

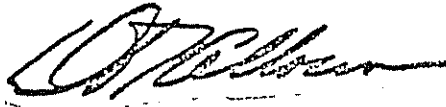
By


DALE BUSKIRK, Director
Transportation Planning

RESOLUTION

BE IT RESOLVED on this 7th day of December 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Regional Public Transportation Authority for the purpose of defining responsibilities for the FY98-99 Clean Air Campaign.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.


DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

JPA 98-218

BE IT RESOLVED on this day, that I, G. Kenneth Driggs, as Executive Director of the Regional Public Transportation Authority, have determined it is in the best interests of the Regional Public Transportation Authority, to enter into an agreement with the Arizona Department of Transportation, Highways Division, for the purpose of defining responsibilities for the FY 98 -99 Don't Drive 1 in 5 program.

Dated this 8th, day of January, 1999

By:




G. Kenneth Driggs, Executive Director
Regional Public Transportation Authority

JPA 98-218

APPROVAL OF THE MARICOPA COUNTY
REGIONAL PUBLIC TRANSPORTATION AUTHORITY ATTORNEY

I have reviewed the attached proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the REGIONAL PUBLIC TRANSPORTATION AUTHORITY and declare this agreement to be in proper form and within the powers and authority granted to the Authority under the laws of the State of Arizona.

DATED this 13 day of JANUARY, 1998.



SCOPE OF WORK

RPTA 1998-99 Clean Air Campaign

Task 1: Develop Materials for Clean Air Campaign

The RPTA will develop promotional kits for the Clean Air Campaign that are mailed to over 1,200 employers involved in the Trip Reduction Program three times this year. Materials will include a newsletter to Transportation Coordinators about "what's in this kit" and other information about the campaign, posters, flyers and other pertinent information.

Task 2: Media Relations and Events

The RPTA will develop several media events designed to educate the public about the benefits of alternative modes of transportation and alternate work schedules including telecommuting and encourage participation. Events will include a Rideshare Week in November, a Transit event in February and a Bike Week in March. Press releases will be prepared and sent to the media about significant activity and/or newsworthy information becomes available.

Task 3: Advertising

The RPTA will place advertising through its advertising and public relations firm during the winter CO and particulate pollution season. Paid television and radio advertising will be placed for maximum exposure to reach the peak period commuters.

Task 4: High Pollution Advisory Notification

The RPTA will notify by fax all employers when a "High Pollution Advisory" is declared by Maricopa County. The employers are encouraged to post these notices and they are designed to encourage employees to refrain from using fireplaces and to carpool, take the bus, or work at home on the following day when air quality is forecast to possibly exceed ambient air quality standards.

SCOPE
STATE PLANNING RESEARCH REQUEST FORM
CLEAN AIR CAMPAIGN

Ideology

In 1986, the Phoenix Chamber of Commerce began the Clean Air Campaign to address air pollution in the metropolitan area. The Campaign is a major public education and awareness program to encourage commuters to voluntarily choose an alternative mode of commuting at least one day per work week and other pollution-reducing measures.

The Campaign has six sponsors who provide financial support and/or who develop policies, guidelines and goals of the campaign. The sponsors are:

- ❖ Arizona Department of Transportation (ADOT)
- ❖ Greater Phoenix Chamber of Commerce
- ❖ Arizona Department of Environmental Quality (ADEQ)
- ❖ Regional Public Transportation Authority (RPTA)
- ❖ Maricopa County
- ❖ Maricopa Association of Governments

A consultant, the Riester Corporation, was selected through a competitive bid process to carry out the advertising and public relations efforts for the Campaign. Promotional events for FY99 include among others, the Kick-Off event, Bike Week, transit promotion and awards ceremony. Promotional materials may include promotional kits for large employers, billboards, transit shelter posters, exterior bus sides ads, fliers, radio and/or television advertising

Objective

The primary objective of this project is for ADOT to continue serving as a major sponsor to assist in developing the policies, guidelines and goals of the Campaign. Specifically, the project includes funding educational and promotional activities to encourage alternative modes of transportation and other pollution-reducing measures.

SCOPE
STATE PLANNING RESEARCH REQUEST FORM
Clean Air Campaign, Page 2

Tasks

The following tasks will take place during a period beginning *October 1, 1998* and ending *September 30, 1999*. The RPTA is responsible to ADOT for this IGA and the tasks and products herein.

Printing, copying, graphics will be done for promotional materials for major employers; promotion or public relations activities (\$52,500).

Product Summary

Products for FY99 will include monthly progress reports documenting planning activities for the Campaign, selected dates for promotional activities and/or events, various promotional materials to be produced, and the extent of media coverage in the newspapers, television and radio stations. A final Progress Report will be produced at the conclusion of the Campaign which will document the activities of the Campaign events, Campaign results, extent of public relations and advertising, evaluation and recommendations.

Responsibility

Project Manager Bill Sapper (Dottie Simons, Administrative Assistant)
ADOT Transportation Planning Division – Transit

Funding

SPR Funds	\$42,000
RPTA Match	<u>10,500</u>
TOTAL	\$52,500



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2997

GRANT WOODS
ATTORNEY GENERAL

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MAIN PHONE : 542-5025

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-2718TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE January 27, 1999.

GRANT WOODS
Attorney General

A handwritten signature in black ink, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/18599

Enc.